



BOARD OF ETHICS MEETING SEPTEMBER 14, 2022

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:00 PM

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. EXECUTION OF AFFIDAVITS AND SWEARING IN OF BOARD MEMBERS**
- IV. ADOPTION OF AGENDA**
- V. ELECTION OF CHAIR OF THE BOARD OF ETHICS**
- VI. INITIAL REVIEW OF ETHICS COMPLAINT FILED BY JENNIFER SUTTON AGAINST GENE ANDREWS**
 - A. Ethics Complaint filed by Jennifer Sutton against Cultural Arts Commissioner, Gene Andrews
 - B. Gene Andrews Response to Ethics Complaint
 - C. City of Alpharetta Ethics Ordinance
- VII. EXECUTIVE SESSION (IF NECESSARY)**
- VIII. ADJOURNMENT**



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: September 14, 2022

I. AGENDA ITEM TITLE: ETHICS COMPLAINT FILED BY JENNIFER SUTTON AGAINST CULTURAL ARTS COMMISSIONER, GENE ANDREWS

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Please find attached the Ethics Complaint submitted by Jennifer Sutton against Cultural Arts Commissioner, Gene Andrews. This complaint was submitted to the City Clerk's Office on Friday, August 19, 2022.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Commissioner Andrews Ethics Complaint Redacted



ETHICS ORDINANCE COMPLAINT

Received in person: 8/19/2022 @ 2:11pm J Shapiro

2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

Please complete the following information, attach any supporting documentation, and sign and submit the complaint to the City Clerk's Office in person or by mail to 2 Park Plaza, Alpharetta, GA 30009.

1. Name and contact information of the individual filing the complaint (the "complainant"):

Full Legal Name: Jennifer Sutton
Mailing Address: 40 Daniel St #4
Cell Phone Number: [REDACTED]
Email Address: [REDACTED]

2. Name of the Elected or Appointed Official against whom the complaint is being filed:

Name: Gene Andrews
Position: Cultural Arts Commission

3. Section(s) of the City's Code of Ethics and Conduct that was allegedly violated:

Section 2-194 (A)(L)(K)(H)

4. Facts that support the alleged ethical violation(s). Attach additional sheets, if needed.

See Attached - 4 pages

I allege that the facts and allegations provided within this complaint are true to the best of my knowledge and belief. I hereby request that the City of Alpharetta's Board of Ethics consider this complaint.

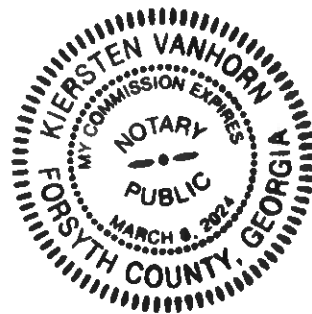
Complainant's Signature: Jennifer Sutton Date: 8-19-2022

Sworn to and subscribed before me
this 19th day of August, 2022

Kiersten VanHorn
Notary Public

Notary Commission Expires: March 8, 2024

[Notary Seal]



VanHorn, Kiersten

From: Shapiro, Lauren
Sent: Friday, August 19, 2022 12:04 PM
To: VanHorn, Kiersten
Subject: FW: Complaint Against Commissioner Gene Andrews

Can you please print this too?

From: Jennifer Sutton [REDACTED]
Date: Tuesday, July 19, 2022 at 9:07 AM
To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Cc: Manning, Kim Z. <kzmanning@alpharetta.ga.us>
Subject: Complaint Against Commissioner Gene Andrews

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern:

I would like to submit a formal complaint against Gene Andrews, City Art Commissioner, Vice Chair. I would like to make a code of ethics complaint based on using his title and power of position as Commissioner to intimidate, threaten, and leverage transactions. His threatening behavior has brought me to believe he could possibly harm my business and personal relationships without any legal grounds. He has stated all the above through text messages and voicemails in which I have proof. He has a personal business that represents painters and artists and uses his political position in his personal business matters. This is unacceptable and I will not tolerate this behavior from city officials. He injected himself into a project he was never initially involved.

Please let me know how to proceed to send a formal complaint.

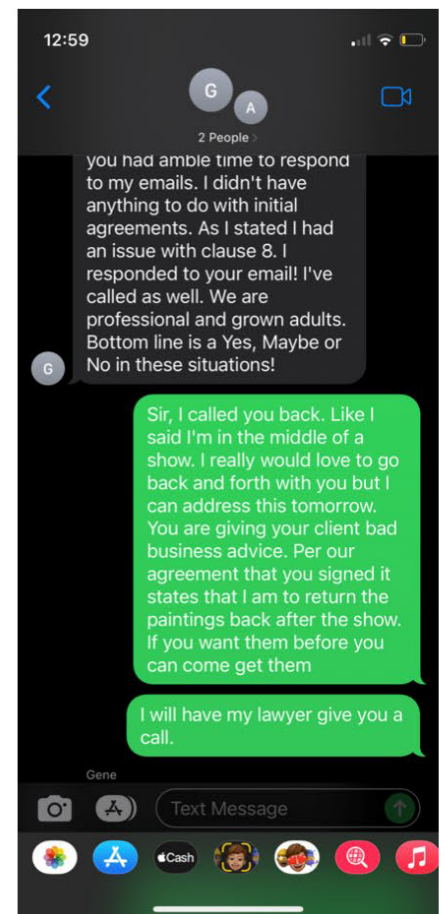
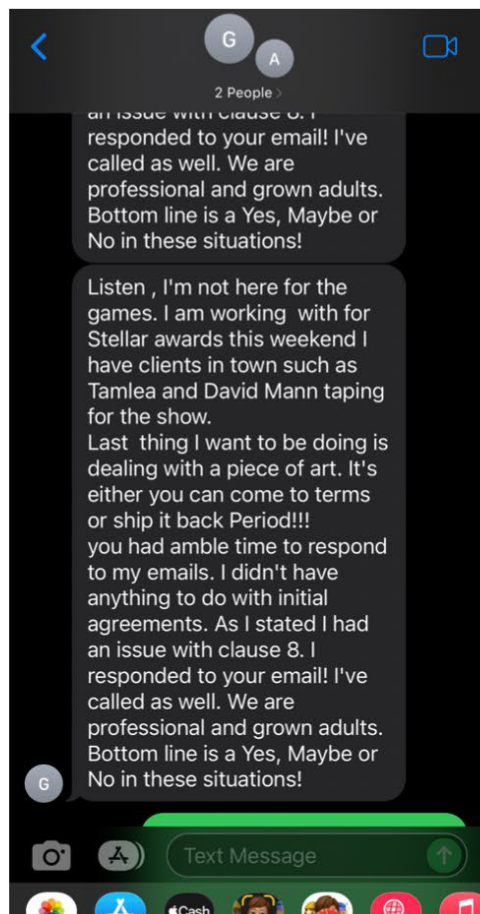
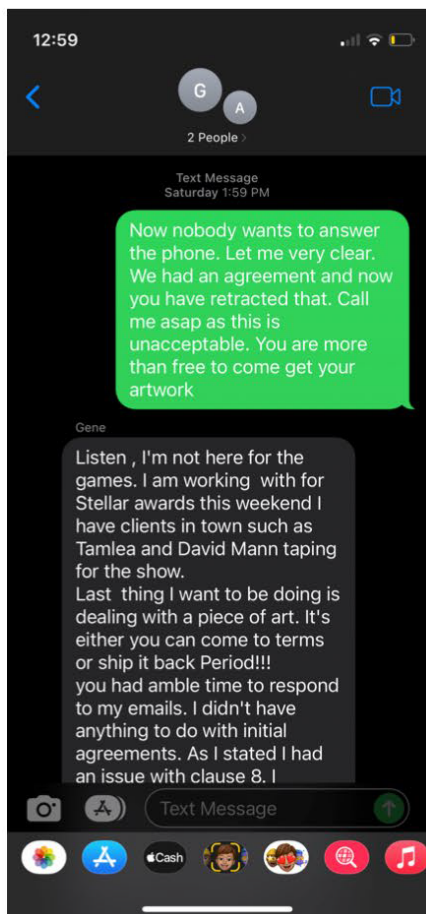
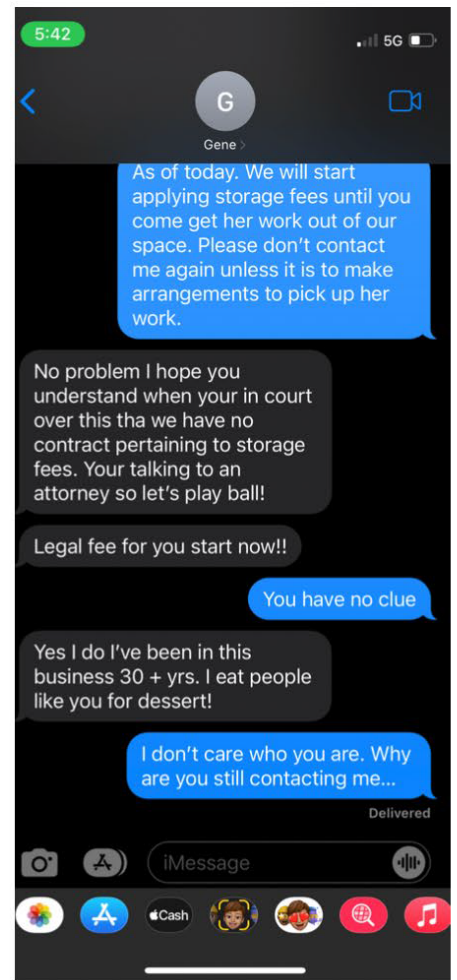
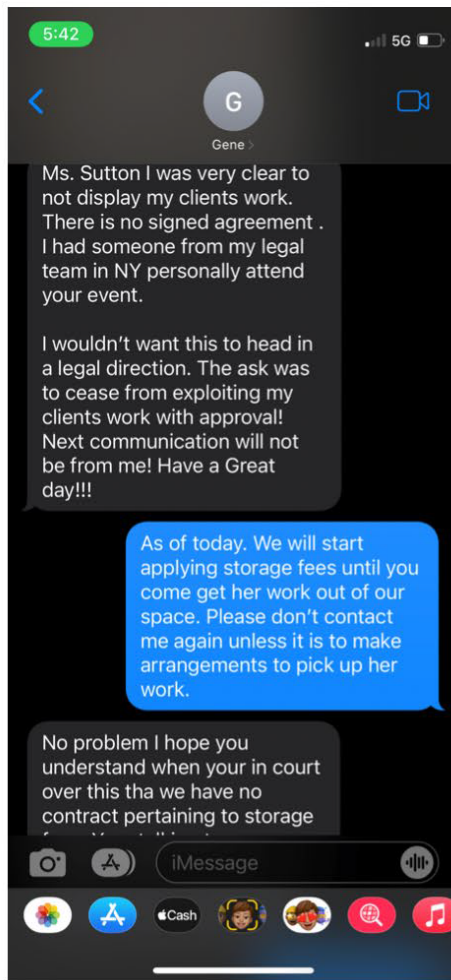
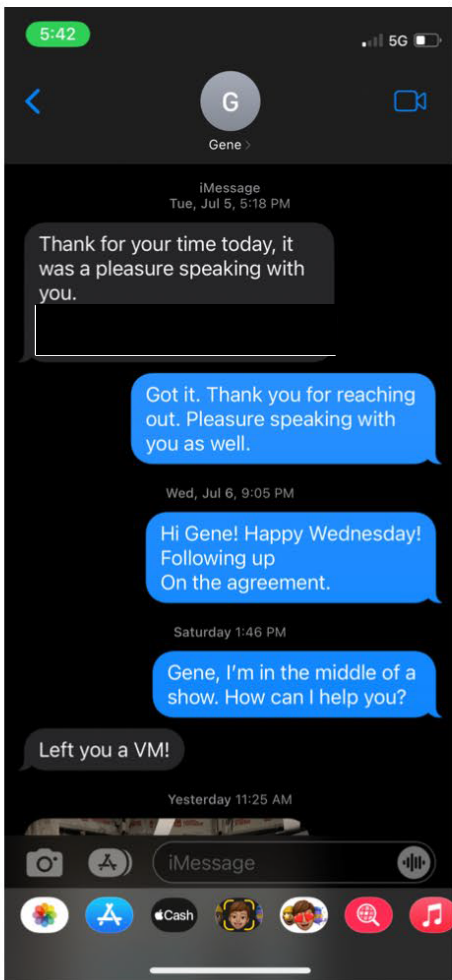
Thank you!

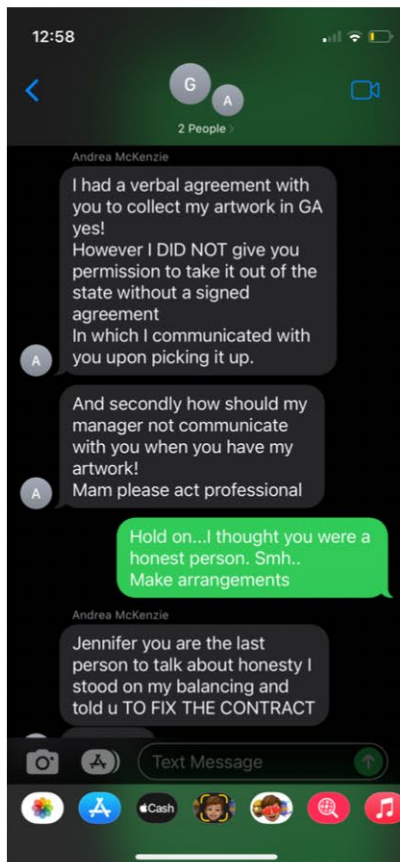
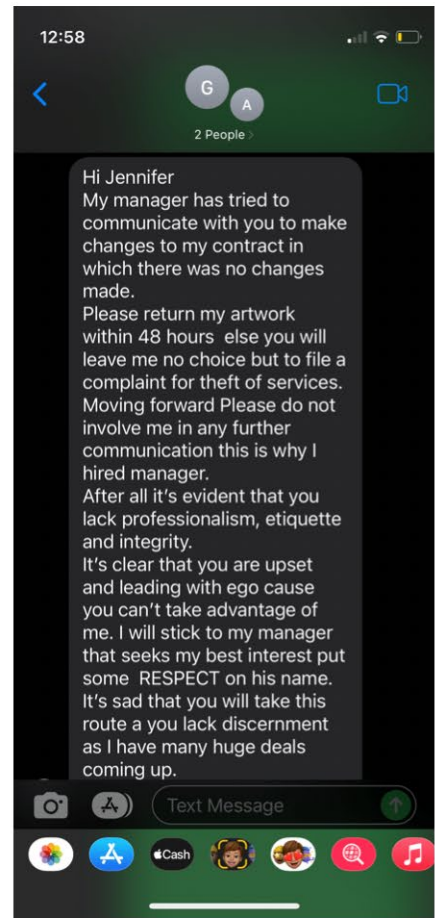
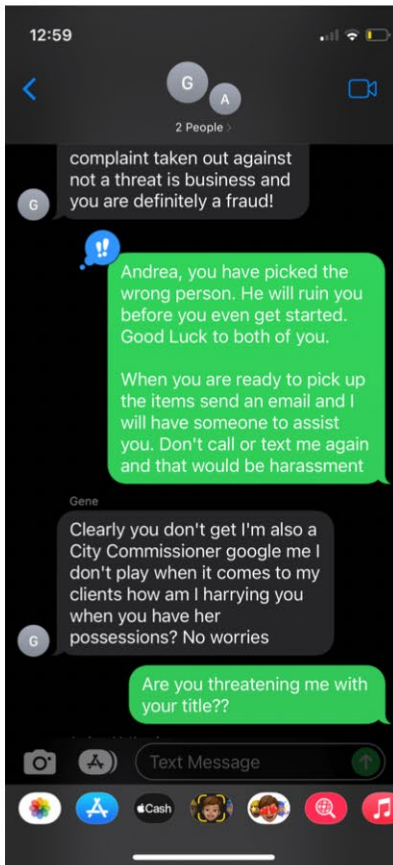
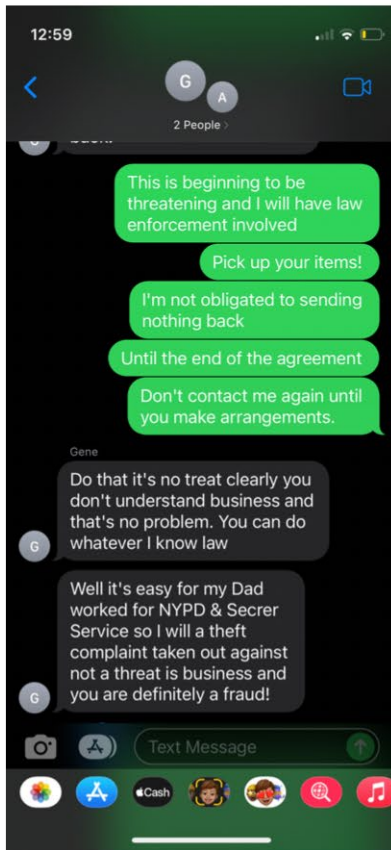
Jennifer Sutton
[REDACTED]

www.jennifermsutton.com
www.artmeso.com

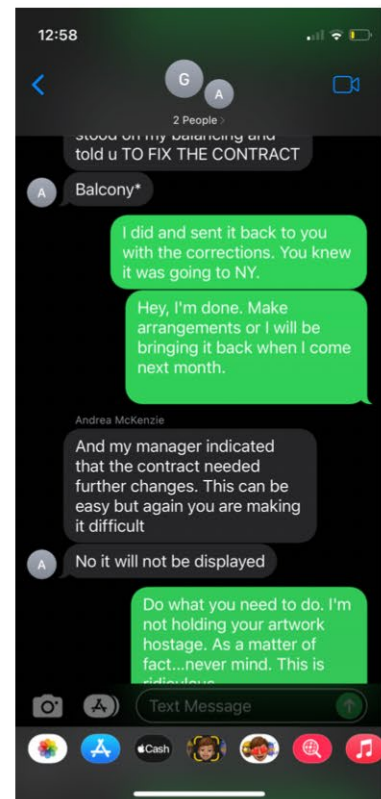
E-MAIL CONFIDENTIALITY NOTICE

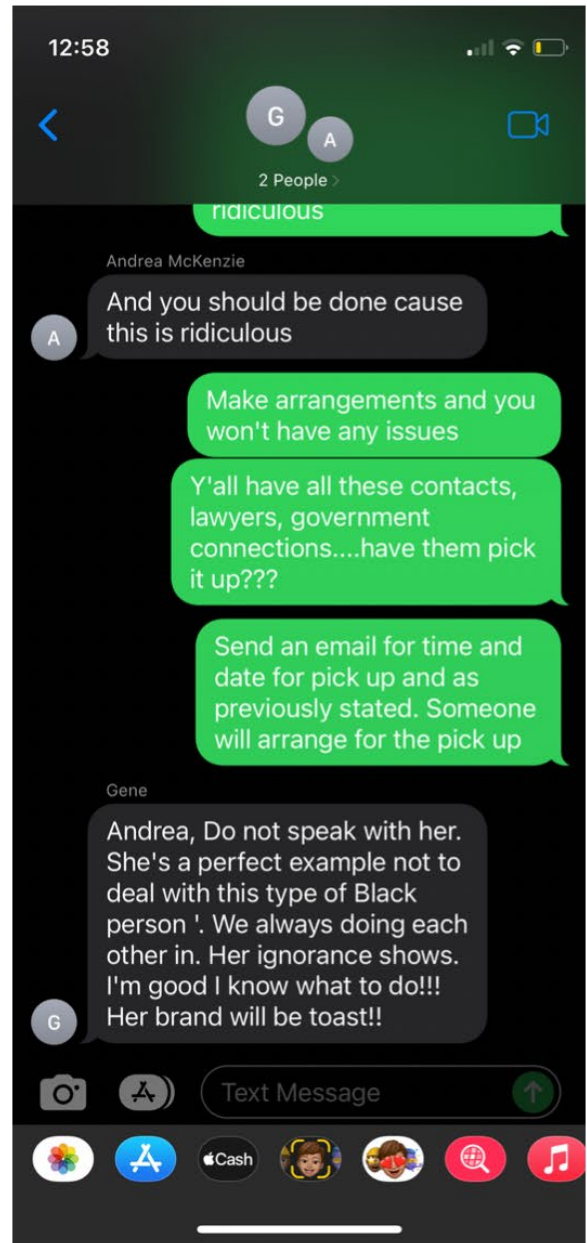
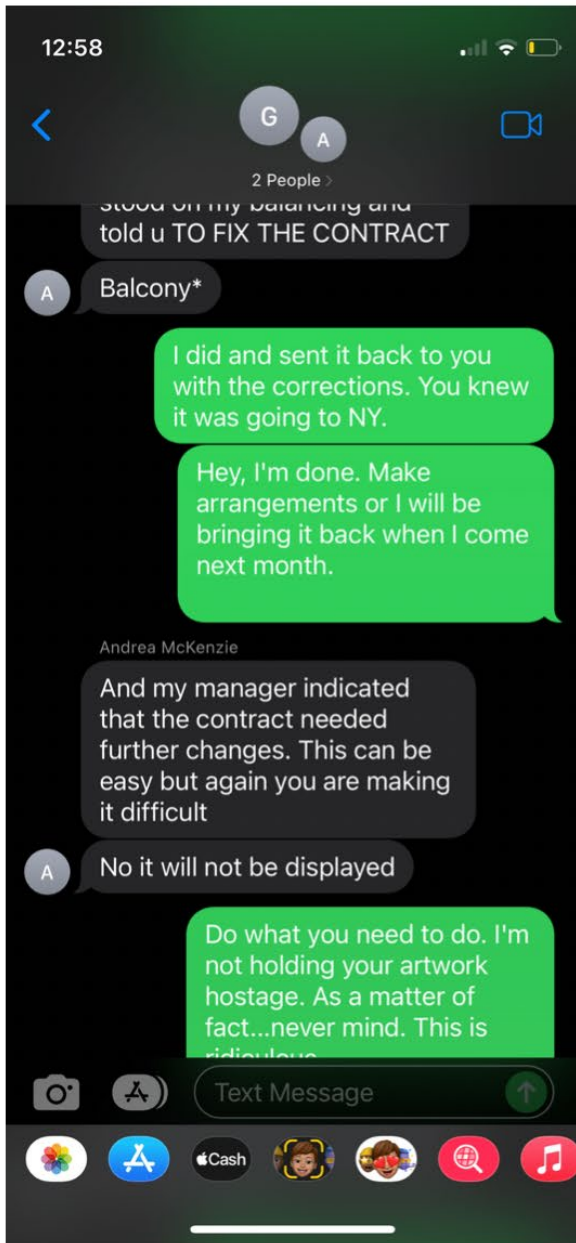
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Andrea stating she knew her artwork was going to NY





Jennifer Sutton
Complaint Against
Art Commissioner
Gene Andrew

I would like to submit a formal complaint against Gene Andrews, City Art Commissioner, Vice Chair. I would like to make a code of ethics complaint based on using his title and power of position as a City Official to intimidate, threaten, and leverage transactions.

In 2021, Andrea McKenzie participated in my artist platform Art Mess. Through that pleasant experience we agreed that it would be a great opportunity to present her artwork in the New York Exhibition along side other artist including myself. That exhibition was from July 16th to August 6th in a Times Square location. All participating artists paid an artist fee to participate. The agreement between Andrea McKenzie and I, based on a good experience working with each other would be that I would waive the artist fee for presenting and that I would transport her artwork with no charge to New York along with the Art Mess set-up. However there would be no liability in the transporting of her painting and head bust. All other artist took care of their own shipping and handling. If the artwork were to be sold I would receive Commission. We both agreed and at that time I began to add her to all promotional marketing materials.

①

We both began to post and share her participation to our followers and guests.

I spoke with Andrea a couple of weeks before the truck was to leave from Atlanta to New York. I made arrangements to pick up her items from her residence. At the time we had the arrangements set and I sent her an agreement based on our original terms. During this time, the pickup happened and during the pickup Andrea brought her artwork to the door wet with paint and unpackaged. We had to come back the next day because of the wet painting, unpackaged and space within the van. The next day we arrived at her apartment with proper packaging for the care of the items. The truck was set to leave to New York the next day.

I had a conversation with Andrea and she stated that she had a new agent/manager working on her behalf and he wanted some date changes with the agreement. Although this was last minute I changed the dates upon their request and sent it back. Gene later sent the signed agreement back, * which he later retracted from the email. However the email states him acknowledging the sign agreement was attached.

②

Once in New York I immediately began to set up and prepare for the opening. Gene Andrews stated in an email a day or two before the show how he wanted to change the terms again.

I didn't see the email until a couple of hours before the show at which time he began to leave voicemail and unsettling texts to my phone. I immediately called Gene Andrews and Andrea McKenzie and they both did not pick up. In the texts and voicemail Gene stated and demanded the artwork because the men's changes they wanted to make didn't occur. I stated that the show had started and that I will circle back to discuss their men's changes.

This all blindsided me because I couldn't understand the change in tone and demeanor.

During the whole exchange Gene Andrews had a threatening tone and very emotional behavior.

Andrea ~~stated~~ lied about how she didn't know I was taking her artwork to New York. In one of her social media exchanges she told someone the exact painting was going to New York.

During this heated exchange, Commissioner Gene Andrews threatened me by using his position as ~~a~~ City Official ~~and~~ and how he has ties to the Entertainment Industry, Police Department and Secret Service. He also stated how the "Eat" people like me.

(3)

In his last words "I know what to do" of the text messages sends me to unrest. With all of the threats and irrational behavior put me in a position to take him and his intention very seriously. Any public official should conduct themselves in a civilized manner. Using ~~his~~ his title and position for intimidation is unacceptable and I can only believe that this isn't his first time.

Thank you for your
immediate attention

Jennifer Jutte



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: September 14, 2022

I. AGENDA ITEM TITLE: GENE ANDREWS RESPONSE TO ETHICS COMPLAINT

II. RECOMMENDATION:

III. REPORT IN BRIEF:

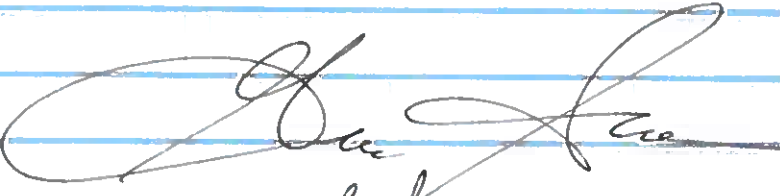
Please find attached Gene Andrews' response to the Ethics Complaint filed against him.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Gene Andrews Response Redacted

I Gene Andrews Alleged the facts provided within this response to the ethics complaint filed against me are true to the best of my knowledge + belief


9/2/22

Sworn to and subscribed before me
this 2nd day of September, 2022.



Notary Public

Notary Commission Expires: March 8, 2024



Received in person: 9/2/2022 at 9:09 am.
Lauren Shapiro, City Clerk



ETHICS ORDINANCE COMPLAINT

Received in person: 8/19/2022 02:11pm J Shapiro

2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

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Full Legal Name: Jennifer Sutton
Mailing Address: 40 Daniel St #4
Cell Phone Number: [REDACTED]
Email Address: [REDACTED]

2. Name of the Elected or Appointed Official against whom the complaint is being filed:

Name: Gene Andrews
Position: Cultural Arts Commissioner

3. Section(s) of the City's Code of Ethics and Conduct that was allegedly violated:

Section 2-194 (A)(L)(K)(H) What was violated?
I was operating from capacity or President of my
Company not on business or represent anything pertaining to it

4. Facts that support the alleged ethical violation(s). Attach additional sheets, if needed.

See Attached - 4 pages

I allege that the facts and allegations provided within this complaint are true to the best of my knowledge and belief. I hereby request that the City of Alpharetta's Board of Ethics consider this complaint.

Complainant's Signature: Jennifer Sutton

Date: 8-19-2022

Sworn to and subscribed before me
this 19th day of August, 2022

Kiersten Vanhorn
Notary Public

Notary Commission Expires: March 8, 2024

[Notary Seal]



VanHorn, Kiersten

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Please let me know how to proceed to send a formal complaint.

Why + Whats the Reason?

Thank you!

ON what Grounds, There is nothing Basing the Behavior

Also, I WAS NOT representing ALPHARETTA AS AN Commissioner, This is between my client MS. McKenzie, If there were Any concerns MS. Sutton should have addressed them with my client. ALPHARETTA had NO Interest in this Agreement. Leberaging a Transaction?

Jennifer Sutton

www.jennifermsutton.com when there is no Dollar value in this complaint
www.artmeso.com

Furthermore the transaction is Based ON MS. Sutton Receiving 40% Commission in the term of her Agreement.

AGAIN I represent my company AS CEO OF GLOBAL ENTERTAINMENT + on

E-MAIL CONFIDENTIALITY NOTICE
This message, including any attachments, files, or previous e-mail messages, may include privileged, confidential and/or inside information, constitute electronic communications within the scope of the Electronic Communications Privacy Act, 18 U.S.C. § 2510 et seq. Any distribution or use of this communication by anyone other than the intended recipient(s) is strictly prohibited and may be unlawful. The unauthorized and intentional interception, use, copy, or disclosure of such

Behalf of Andrea McKenzie who i work for Her AS manager/Asst
[Signature]

2:17

2 People

Andrea

Hi Jennifer

My manager has tried to communicate with you to make changes to my contract in which there was no changes made.

Please return my artwork within 48 hours else you will leave me no choice but to file a complaint for theft of services.

Moving forward Please do not involve me in any further communication this is why I hired manager.

After all it's evident that you lack professionalism, etiquette and integrity.

It's clear that you are upset and leading with ego cause you can't take advantage of me. I will stick to my manager that seeks my best interest put some RESPECT on his name.

It's sad that you will take this



~~MS. MCKENZIE~~
ASKED MS. S...
NOT TO CONT...
HER BECAUSE
SHE RETAINED
MY SERVICES.



Text Message



GLOBAL Entertainment Group

Artist-Agent Agreement

Agreement, this day of **June 14, 2022**

between **Andrea McKenzie** (hereinafter referred to as the "Artist"), residing in State of Georgia City of Smyrna and **Gene Andrews d/b/a Global Entertainment Group** (hereinafter referred to as the "Agent"), residing in State of Georgia City of Alpharetta.

Whereas, the Artist is an established artist of proven talents; and

Whereas, the Artist wishes to have an agent represent him or her in marketing certain rights enumerated herein; and

Whereas, the Agent is capable of marketing the artwork produced by the Artist; and

Whereas, the Agent wishes to represent the Artist;

Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. Agency

The Artist appoints the Agent to act as her exclusive representative: following

The Agent agrees to use his or her best efforts in submitting the Artist's work for the purpose of securing assignments for the Artist. The Agent shall negotiate the terms of any assignment that is offered, but the Artist shall have the right to reject any assignment if he or she finds the terms thereof unacceptable. Agency shall manage all day to day operations for artist to include: Travel & lodging Social Media engagement request & leads.

MANAGEMENT Agreement. MS. SUTTON'S concern is with my client. IF she had any issues with my behavior that should have been addressed by MS McKenzie. I did not travel + myself as an official of ALPHARETTA. net Reg.

2. Promotion

The Artist shall provide the Agent with such samples of work as are from time to time necessary for the purpose of securing assignments. These samples shall remain the property of the Artist and all samples and copies thereof shall be returned to Artist, and digital copies in Agent's possession shall be permanently deleted, within 30 days of termination of this Agreement. The Agent shall take reasonable efforts to protect the work from loss or damage, but shall be liable for such loss or damage only if caused by the Agent's negligence. Promotional expenses, including but not limited to promotional mailings and paid advertising, shall be paid by the Artist. The Artist shall bear the expenses of shipping, insurance, and similar marketing expenses.

3. Term

This Agreement shall take effect on the day of **June 14, 2022** and remain in full force and effect for a term of 180 days, unless terminated.

4. Commissions

The Agent shall be entitled to the following commissions: (A) On assignments secured by the Agent during the term of this Agreement, **15%** of the billing, not limited to art sales or any revenue Artist produces. Any royalties or residuals from Artist Work in connection with Film, Television, Books or any likeness of Artists Etc.

(B) On house accounts, 10% of the billing. For purposes of this Agreement, house accounts are defined as accounts obtained by the Artist at any time. It is understood by both parties that no commission shall be paid on assignments rejected by the Artist or for which the Artist fails to receive payment, regardless of the reason payment is not made. Further, no commissions shall be payable in either (A) or (B) above for any part of the billing that is due to expenses incurred by the Artists in performing the assignment, whether or not such expenses are reimbursed by the Client. In the event that a flat fee is paid by the Client, it shall be reduced by the amount of expenses incurred by the Artist in performing the assignment, and the Agent's commission shall be payable only on the fee as reduced for expenses.

5. Billing

The Artist Agent shall be responsible for all billings.

6. Payments

The party responsible for billing (the "Billing Party") agrees to hold all funds due to the other party as trust funds in an account separate from the Billing Party's funds prior to making payment to the other party. The Billing Party shall make all payments due within 10 days of receipt of any fees covered by this Agreement. Late payments shall be accompanied by interest calculated at the rate of **10%** per month thereafter.

ALPHAETA had NO Bearings in this matter. This event ~~was~~ took place in NYC. I represented my company solely in the capacity of Manager.

13. Independent Contractor Status

Both parties agree that the Agent is acting as an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Artist and Agent.

14. Amendments and Merger

All amendments to this Agreement must be written. This Agreement incorporates the entire understanding of the parties.

15. Governing Law

This Agreement shall be governed by the laws of the State of **Georgia**.

In witness whereof, the parties have signed this Agreement as of the date set forth above.

Artist _____

Andrea McKenzie

Agent _____

Gene Andrews

7. Accounting's

The Billing Party shall send copies of invoices to the other party when rendered. If requested, that party shall also provide the other party with semiannual accounting showing all assignments for the period, the Clients' names, the fees paid, expenses incurred by the Artist, the dates of payment, the amounts on which the Agent's commissions are to be calculated, and the sums due less those amounts already paid.

8. Inspection of the Books and Records

The Billing Party responsible shall keep the books and records with respect to commissions due at his or her place of business and permit the other party to inspect these books and records during normal business hours on the giving of reasonable notice.

9. Termination

This Agreement may be terminated by either party by giving 30 days written notice to the other party. If the Artist receives assignments after the termination date from Clients originally obtained by the Agent during the term of this Agreement, the commission specified in Paragraph 4(A) shall be payable to the Agent under the following circumstances. If the Agent has represented the Artist for **6 months** or less, the Agent shall receive a commission on such assignments received by the Artist within 90 days of the date of termination. This period shall increase by **30 days** for each additional 6 months that the Agent has represented the Artist, but in no event shall such period exceed **180 days**.

10. Assignment

This Agreement shall not be assigned by either of the parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the Agent and Artist.

11. Dispute Resolution

Any disputes in excess of **\$15,000.00** *maximum limit for small-claims court* arising out of this Agreement shall be submitted to mediation in accordance with the rules of the Agents Attorney of choice. If mediation is not successful in resolving the dispute, the parties may by mutual consent submit the dispute to binding arbitration. The arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Agent shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Artist.

12. Notices

All notices shall be given to the parties at their respective addresses set forth above.



GLOBAL
Entertainment Group

Gene Andrews
President

Artist/Event/Festival Management
Music/TV/Film Production
Tour/Logistic Manager

www.globalentertainmentgrp.com



8/28/22

Greetings,

My NAME Gene Andrews VICE Chair Cultural Arts Commission. I have been a Resident of Alpharetta for approx. 20yrs, Prior lived in Nashville, TN originally from Brooklyn N.Y. where I was blessed to be raised. Alpharetta has been the foundation to my family my 4 children have been through every school ~~system~~ stage. 1-12. Presently my daughter has entered Alpharetta High. Unfortunately I lost my wife who was an Educator for Fulton County Schools where she taught at Lake Windward. I passed away from a heartache. I have always been involved in this community and have given back so many ways. I coach eagle football, donate money through my late wife's foundation to put defibrillators in the elementary school in North Fulton. I have recently funded most of the events that envision to help bring our community together. I had a concern that our community need to diversify and that was the only goal for wanting to sit on a Commission. I advocate for building stronger ethnic relationships that everyone should have a part in our city, especially when it comes to culture. I am blessed to have relationships that can help foster such a goal.

GLOBAL

Entertainment Group

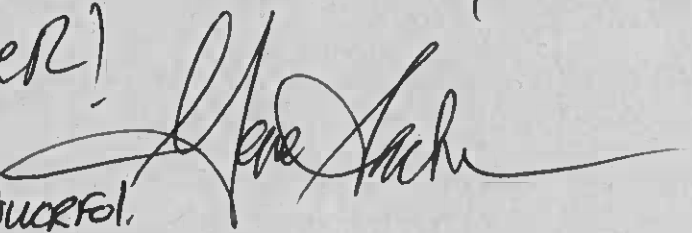
(2)

It is very disappointing to have a complaint lodge against me. The biggest question is why?, why? & why!. This complaint has nothing to do with the city of ALPHARETTA. I WAS NOT REPRESENTING THE CITY ON ANY OFFICIAL BUSINESS NOR DID THE ~~COMPLAINANT~~ COMPLAINANT HAVE ANY BUSINESS OR EVENTS WITHIN THE CITY. MS. SUTTON HAS A GRUDGE AGAINST MY CLIENT THAT HAS SPILLED INTO MY POSITION WITH THE CITY. I MENTION "CITY COMMISSIONER" NOT ONCE DID I OFFER WERE? EVERY MESSAGE I WOULD SAY "THIS IS NOT A THREAT". EVEN THE VOICEMAIL I INDICATE THE SAME MESSAGE. THIS COMPLAINT AGAIN IS WITH MY CLIENT I WAS REPRESENTING MY CLIENT AS THE PRESIDENT OF GLOBAL ENTERTAINMENT GROUP I MANAGE SEVERAL GRAMMY & OSCAR WINNING, NOMINATED ARTIST. I'VE WORKED WITH PRINCE, TRIZIA YEATWOOD, KIRK FRANKLIN, LIVING COLOUR BAND. I HAVE SHOT MOVIES FOR LIFETIME & TUBI IN ALPHARETTA AS WELL. SO MENTIONING COMMISSIONER AT THAT TIME WAS TO EDUCATE MS. SUTTON THAT I WAS VISE IN THE VISUAL ART SPACE. IF ANYONE WAS THREATENING & AGGRESSIVE IT WAS HER.

Ms. Sutton Complaint should be with my client if she took offense to my ~~beh~~ alleged behavior since I work for Ms. McKenzie. Ms. Sutton states she had been working with my client since 2021, my client advised McKenzie did not sign a management agreement with me until 6/14/22. I noted in Ms. Sutton's contract she would not be held liable for any damages, if artwork was stolen. I told my client that she needed to have the contract updated to reflect some accountability from Sutton. Ms. Sutton had not return calls or voice mails. She stated that she didn't see the email until hrs before the show which is false. She responded back on 7/12. Her show didn't start until 7/16. My client told her she would take out a theft complaint, ~~to~~ I told Ms. Sutton that my client worked for 2 Law Enforcement Agencies, Ms. Sutton took that as a threat. My Dad passed away April 10, 22. That is what is so disrespectful about this whole ordeal, I here focusing on something that has nothing to do with the city, when I could be ~~working~~

~~Focus~~ Focusing on my 81 yr old mother who lives with ^(y) me.
Again this is a CIVIL MATTER BETWEEN MS. SUTTON + MS. MCKENZIE
NOT ONCE ~~did Alpha~~ WAS ALPHARETTA MENTIONED OR DID I
LEVERAGE ANYTHING OF THE SORT. THERE WAS A CONTRACT IN PLACE
MS. SUTTON WOULD GET 14% COMMISSION MY CLIENT ANDREA
MCKENZIE EMPLOYED MY SERVICES. ANY ISSUES SHOULD HAVE
BEEN ADDRESSED WITH HER. THE CITY OF ALPHARETTA
HAS NO INVOLVEMENT. FURTHERMORE WHEN I SAID "I KNOW
WHAT TO DO" SIMPLY MEANT TO HER TO COURT. IT HAS
BEEN MY UNDERSTANDING MS. SUTTON HAS ACTED LIKE THIS
IN THE PAST TAKING ADVANTAGE OF ARTIST. I HAVE ATTACHED
TEXTS MESSAGE THAT SHOW HER BEHAVIOR PATTERN. THIS
EVENT HAPPEN IN NYC, AGAIN ALPHARETTA HAS NOTHING
TO DO WITH THIS. QUITE HONESTLY I'VE BEEN ~~my~~ DRAGGED
INTO AN ONGOING DISPUTE. I WAS DOING MY JOB AS
~~AS~~ AS A MANAGER!

TITLE DOESN'T MAKE YOU POWERFUL
YOUR PURPOSE + INTENTION MAKE YOU POWERFUL.



(1)

In Closing I have Always Enjoyed helping others And Bridging Communities. IF YOU Really Look At this complaint its very clear that theres no Intimidation, Threats, OR Leverage im still unclear where & why? unless theres AN Agenda!

Ms. Sutton is not a resident of ALPHARETTA, IF Anything i would have reference the Relationships i have in the City of Atlanta. This is A Personal Attack that i have no time ~~to~~ to give anymore Energy to. As you can see even my handwriting is becoming more ~~that~~ irritated By this!

* Also remember there where Phone conversation that lead to text messages.

Ene Andree S

Artwork and description for art meso (Jennifer Sutton)

1 message

Andrea Mckenzie
To: Gene Andrews [REDACTED]

Thu, Jul 7, 2022 at 3:24 PM

Please see attached pics and description for Jennifer Sutton of art meso

My Client Giving me
Release Pretuxes to send
to ms. Sutton
7/7/22

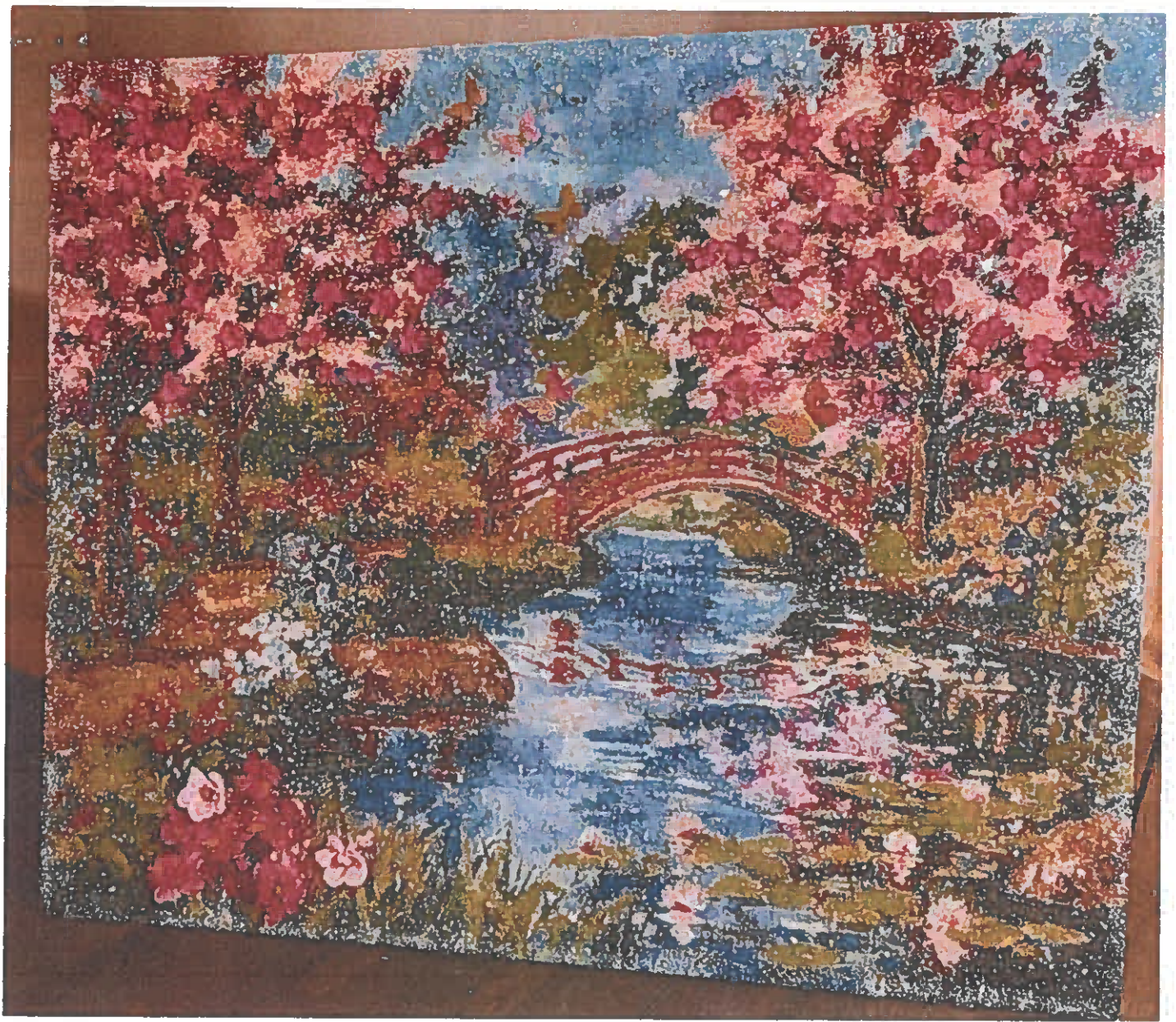


3D mixed media sculpture

Title : Bloom

Materials : Polystyrene , appliqué, handcrafted flowers, metal , gems fabric

Cost : \$6000



Title : The Secret Garden

Materials : Acrylic paint, crushed glass, diamond dust, handcrafted flowers, resin on canvas

Size 60x72 inches

Cost : \$40,000

Sent from Yahoo Mail for iPhone

Recent Text's

Where my Clients Lawyer
Gets INVOLVED Showing I MADE
NO threats. my client still HASNT
Received Her Artwork BACK

TOTALING APPROX. 46,000⁰⁰

Andrea >

Ok cool

But please keep me informed if you are to busy I will help get stuff done with Dubai cause we cannot slip with that

I emailed them my bio and info they needed

Fri, Aug 12, 4:21 PM

Hi
can u forward me the email from Jennifer sutton please My legal team in LA is building a case ... thanks

Yes

Check emails I worked everything out with DC . Dubai keeps using what's app I'm giving them directives to email us!. What's the deal

My clients
Attorney
Because
Network
hasnt been
Return
ASOF 8/12/2

1

Andrea



My attorney already did a thorough investigation on her tho

It's funny how people thing a law suit is so scary anybody can sue winning the the key

She has a long history of fraud

So yea

The issue with Jennifer is against her and 12 other artist including me

It's exhausting

She has done this too many artist

And u know she's a snake

I told you that

I peeped her contract

My Client
And other
Artist have
Sued MS.
Sutton
has been
Involved in
Several
Legal
Issues



Andrea >

I had to defend u against Jennifer that could've swing so many different crazy ways

Just to get my art back

Ok will send u the emails

What circumstances Pamela?
 No threats were made to that lady and her lies will eventually catch up to her!

The mere fact you are encouraging her circus act is unbelievable.

The ONLY reason I even created it was because Jennifer agreed to the terms to pick it up and return it to my residence.
 You have \$46,000 worth of MY artwork
 It's already passed the due date that it was supposed to be returned.

I have never experienced this level of unprofessionalism from any art gallery or art show I have been involved in.
 It's clear you both under estimate my connections in the entertainment and art industry, high end clientele and following.
 But I digress!

PLEASE RETURN MY ARTWORK by this weekend
 Or
 SHE WILL BE HEARING FROM MY LEGAL TEAM!

they have all of the messages and I was

Stating u didn't threaten her

And had to get my attorney to review all the msgs

No threats

MS. Sotlow
 took 4/4/16
 Painting with
 Consent to
 Leave CIA
 until Contr
 was signed
 with revision



NO Threats



SOME OF THE PRESENT AND PAST
EVENTS I HAVE FUNDED IN THE
CITY.

UPCOMING

~~1.~~ 1. Breast Cancer Fashion Show

2. Turkey Give Away

3. Christmas Toy Give Away

4. Working With Investors to Improve

Track Renovation ~~for~~ With Partnership
With ~~the~~ Parks + Rec

5. Working to bring tech + concerts
to city for more economic growth.

I have never or need to Leverage anything!
I Am a Leverage!!



Global Entertainment Group has an experienced team of music professionals such as music veteran Gene Andrews, Jr. who understands the importance of using special events as a part of marketing plans for the Artist. This will generate publicity, build community involvement and participation that enhances the image of the Artist target customer base.

Our values are to develop and nurture our client relationships and provide a standard of Excellence. The solid foundation of Global Entertainment Group is true dedication and emotional bonds to everything regarding Music, Film, TV & Visual Arts. Unlike the classic idea of management and record labels, this unique concept is crafted and managed by strong minded and fiercely driven people with great entertainment in this industry. GEG is of the point of view within the music industry that stands for change, and will see it happen.

What a good manager will help with is making informed business decisions, setting up deals and keeping you up to date on your schedule with good communication being key. When you employ a manager you'll need to be able to trust their decisions and make sure you're both on the same page. GEG offers management services for artists who are making a name for themselves and need help capitalizing on their growth. These services range from PR, Tour Management, Social Media management, brand overhaul and identity consultations, project management and more.

GEG knows the fine details and mechanics behind what is needed for the artist. They go all and beyond to secure the artist endorsement deals, interviews, appearances, meet & greet shows, and making sure the artist is up to date with their schedule.

They also have a large array of trusted connections and have the pull to get the artist in front of the right people. Having management ensures your career excels as they work in tandem with the others. They make sure your day to day activities are organised and your only responsibilities are to just show up and communicate. It's good to think long term when planning your career while focusing on each stage at a time with a management mindset. GEG will really know what's best and it's surprising how so many small decisions make up for the professional way artists are conveyed to the public.

Past/ Present clients include:

- President & CEO Mahogany TV
- President of Bklyn Bridge Filmworks
- 2x Grammy Award Winning group Living Colour/Rolling Stones Tour
- 10x Grammy Award Winning Take 6 (Christmas Tour)
- 13x Grammy Award Winner Kirk Franklin (ALW Entertainment Tour)
- Grammy Nominated JJ Hariston & Youthful Praise
- Bobby Jones Gospel New Artist Showcase (BET)
- Ren Tankard (Bravo Network)

- BMI Trailblazers Awards
- Super Bowl Atlanta Power of Influence Awards Honoring Jermaine Dupree, Monica Mayor Keisha Lance Bottoms
- Oscar Nominated '22 DIXON Artist/Producer "Be Alive" Producer/Co-Writer Beyoncé Knowles (Roc-A-Fella)
- Associate Producer Film "My Best Friend" (Tubi A Network Fox Network)
- Assistant Location Manager Film "His Killer Fan" Lifetime

Affiliations:

- Member of Southeast Emmys
- Member of Grammy (Atlanta Chapter)
- VP Brooklyn Block Association
- Vice Chairman Cultural Arts Commission City of Alpharetta
- Board Member Alpharetta Symphony & Orchestra



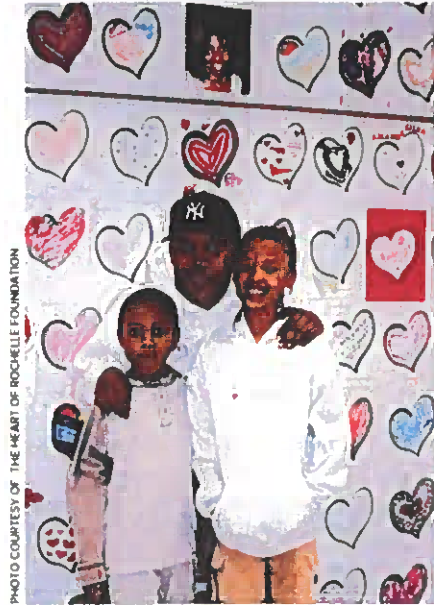


NORRIS INTERNATIONAL AGENCY

EMERGE/ATION



Saving a Heart



Gene Andrews with his children

Rochelle Andrews, a special education teacher at Lake Windward Elementary



School in Fulton County, was 45 years old and in seemingly perfect health when tragedy struck. While supervising a field day in May 2006, Andrews suffered a sudden heart attack and died, leaving behind husband, Gene, and three kids. In less than a year after her death, the family decided to turn heartbreak into triumph, and The Heart of Rochelle Foundation was established. The intent of the foundation is to supply heart defibrillators to elementary schools whose budgets don't support them. The machines, which cost \$900 to \$15,000, send an electronic pulse to the heart to restore it to a normal beat — a measure that could have saved Andrews' life. In just a few months, the foundation has donated heart defibrillators to Lake Windward and Creek View elementary schools, and hopes to donate four more to area schools before Christmas.

The whole family is in on the project; as one of the foundation's many fundraisers, 11-year-old Jahrae Andrews has launched a bath and body shop to raise funds for the foundation. Jahrae's Body Works (www.jahraesbodyworks.com) sells the environmentally safe products the young entrepreneur's mother loved, such as green tea antioxidant moisture lotion. The foundation also works closely with the American Heart Association to promote awareness of the rising

instances of heart attacks in young victims and to encourage young women to receive routine check-ups.

Contributors can donate to The Heart of Rochelle Foundation at any Bank of America location. For more information, visit www.theheartofrochelle.com.

Have A Heart Day

Proceeds Benefit: **THE HEART OF ROCHELLE FOUNDATION**

May 19, 2007
 From 10am to 3pm
 at Lake Windward Elementary School
 11770 E. Fox Court, Atlanta, Georgia 30005

SPEAKERS, PRIZES, LIVE ENTERTAINMENT, RIDES, HEALTH SCREENINGS & MORE

Field Dedication in Honor of Rochelle Andrews

Call 770.572.3605
 For More Information
www.theheartofrochelle.com

Hosted By: **Kal Cauthen**

American Idol's Brittenum Twins

Latin Sensation Fyna Q

Mr. Moneybags Gift Winner Paris Dixson

Atlanta's own **Untela Fruth & Merel**

Order tickets at www.mrmoneybags.com

Circo **Bank of America Windward** **AT&T** **WORLD OF SOUTHERN**

*Save A heart day
 IN MEMORY OF MY WIFE*



≡ **tubi**

Costume Designer
SEG'JIER LANE

Associate Producer
GENE ANDREWS



BEST_{MY}FRIEND

IGNITE MY FIRE

YOUTH MENTORING EVENT



GENE ANDREWS

Global Entertainment Group and
Alpharetta Commissioner

Session Topic

FOLLOW YOUR PASSION

SATURDAY
AUG 27TH



Ignite
My Fire

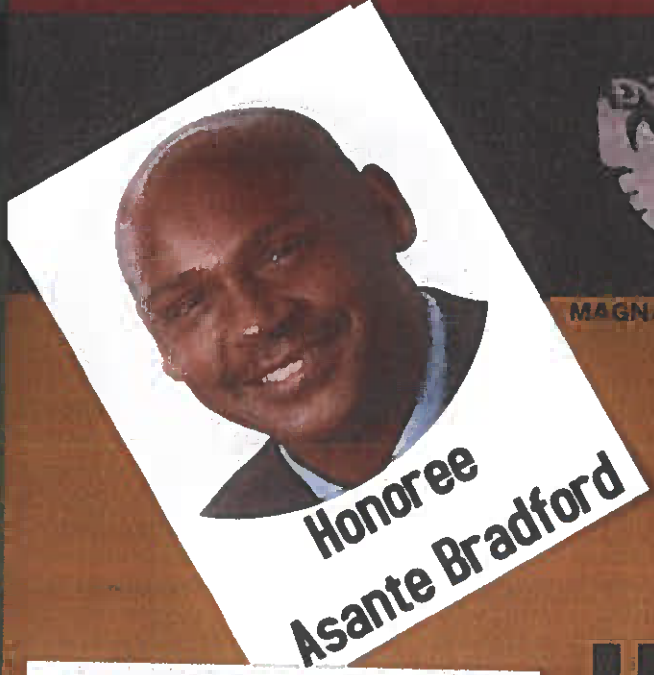
THE SHAQUILLE O'NEAL BOYS & GIRLS CLUB OF HENRY COUNTY

Register Today!





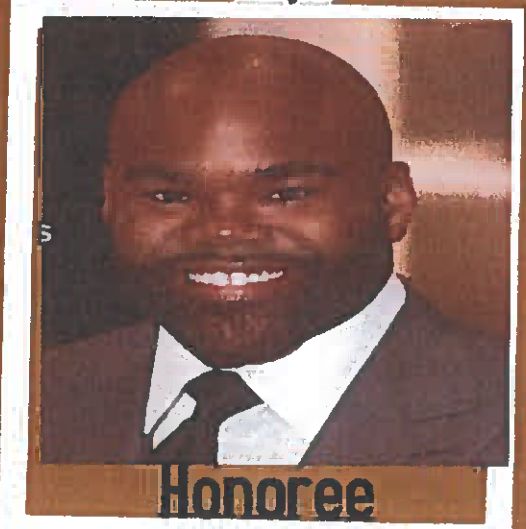
MAGNANIMOUS JS WORLDWIDE LLC



Honoree
Asante Bradford



Commissioner
Gene Andrews, Host



Honoree
Brandon Wheelless

JUNE TEENTH

FATHERS DAY RECOGNITION



6 Roswell St
Alpharetta, GA

6/19/2022 4:00-6:00 PM



Kortney Lewis, Author

Reservations:
the-gingerroom.com

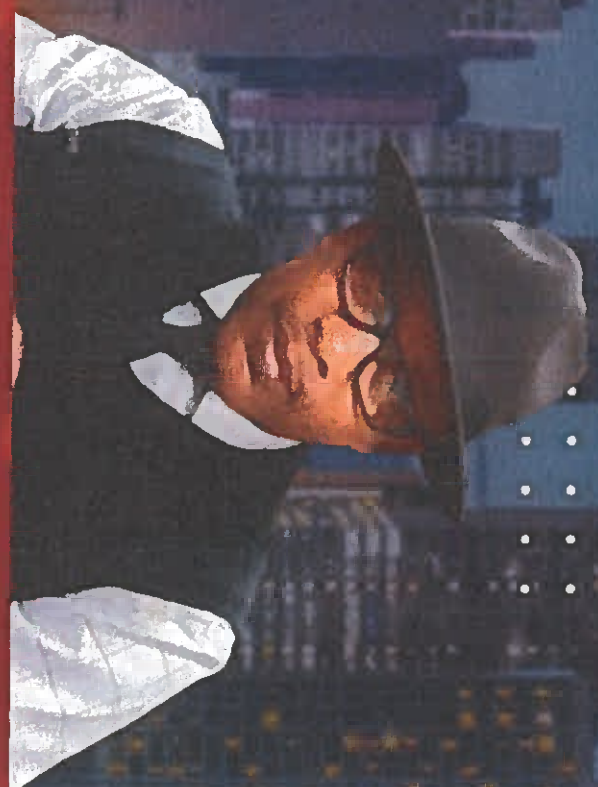
NFT ATLANTA CON



24-26
MAY
9AM - 6PM

DISCUSSIONS
AND INSIGHTS

CULTURE
ENTERTAINMENT
TECHNOLOGY



GENE ANDREWS
CEO - GLOBAL ENTERTAINMENT GROUP /
ARTIST/BUSINESS MANAGER

WWW.NFTATLANTA.IO

CELEBRATE

ALPHARETTA CONVENTION & VISITOR BUREAU

COMMISSIONER GENE ANDREWS OF CULTURAL ARTS

PRESENTS

BE-U-TY FOR ASHES EMPOWERMENT



MARCH

into

MADNESS MARKET

MARCH 26, 2022

UNION HILL PARK

1590 LITTLE PINE TRL ALPHARETTA GA 30005

11:00AM - 6:00 PM

MORE INFO or VENDOR INQUIRES

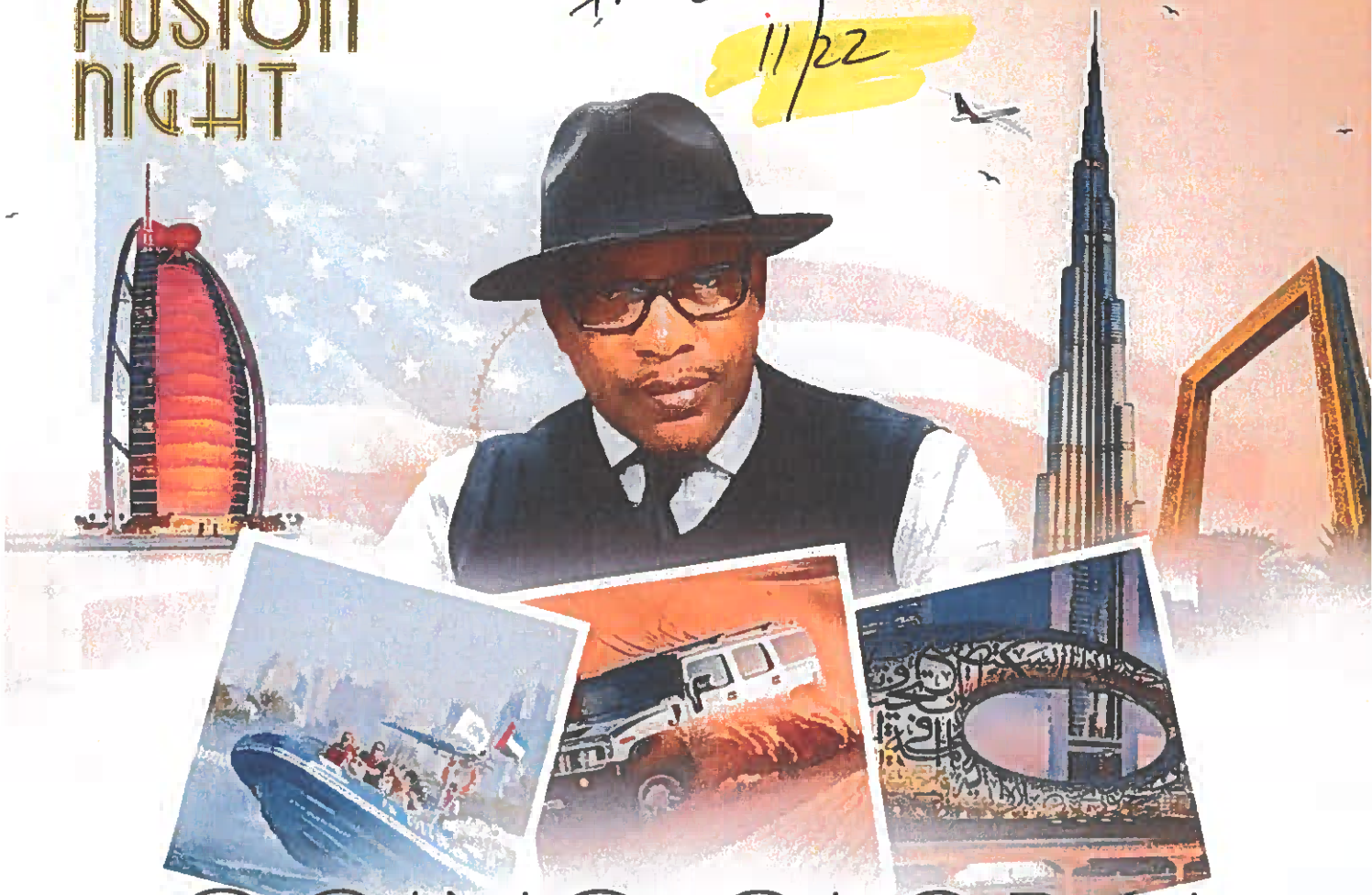
madnessatthemart@gmail.com

404-590-0696/678-200-0406



ART
FUSION
NIGHT

Doney Hus Elent
IN DUBAI
11/22



GOING GLOBAL
FASHIONISTART
Edition

— IN COLLABORATION WITH —

GENE ANDREWS

TRAVEL PARTNER FROM THE US

Register: www.artfusionnight.com

KOJAC LEGACY

A.F.M.
ART FUSION MOBILITY

CENTRAL PARK
TOWERS AT DIFC

CRENOV
create & innovate

GLOBAL
ESPORTS/ROBOT TROOP





Alpharetta Convention & Visitors Bureau
&

Commissioner Gene Andrews, Cultural Arts Commission

Presents

ATLANTA INDIE

MART

@THE HILL

Union Hill Park

1590 Little Pine Trl

Alpharetta, Ga 30005



All Vendors Wanted

DECEMBER 18 -19 2021

11:00 am - 6:00 pm

VENDOR INFORMATION:

MARKETATTHEHILL@GMAIL.COM/ 678-200-0406

ahogany TV





ATL'S MOST INSPIRING STORIES

A DANCER'S STRENGTH

CHOOSING AN EPIC PATH

SEASONS OF LOVE

THE ATLANTA NIGHTLIFE GUIDE EVERYONE'S

MARCH 26, 2020

Meet Gene Andrews



LOCAL STORIES

f SHARE

🐦 TWEET

📌 PIN



Today we'd like to introduce you to Gene Andrews.

Gene Andrews, Jr. is no stranger to the music industry, especially to Gospel Music with many,

POPULAR



ATL'S MOST INSPIRING STORIES



HIDDEN GEMS: LOCAL BUSINESSES & CREATIVES YOU SHOULD KNOW



VOYAGEATL PODCAST: NAZEERA DAWOOD OF VENDORSHIP INC



VOYAGEATL PODCAST: JOSH UNIVERSE | PAINTER & GRAFFITI ARTIST



COMMUNITY MEMBER SPOTLIGHTS



THE FOLKS SOLVING THE PROBLEMS YOU NEED SOLVED

CONNECT



Text

MESSAGES Between

Andrea my client

+

MS. Sutton

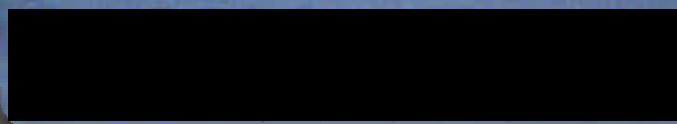
This is a CIVIL matter

Where MS. Sutton is Bringing my title into
Play. AGAIN this HAS NOTHING to do with
the City. This IS GLOBAL ENTERTAINMENT MATTER

Jennifer Sutton

iMessage
Tue, Jul 5, 5:18 PM

Thank for your time today, it was a pleasure speaking with you.



Got it. Thank you for reaching out. Pleasure speaking with you as well.

Wed, Jul 6, 9:05 PM

Hi Gene! Happy Wednesday! Following up On the agreement.

Sat, Jul 16, 1:46 PM

Gene, I'm in the middle of a show. How can I help you?

Left you a VM!

Mon Jul 18 11:25 AM



7/5

Very Good Communication

Turn source when i spoke about content

Jennifer Sutton

Gene, I'm in the middle of a show. How can I help you?

Left you a VM!

Mon, Jul 18, 11:25 AM



Ms. Sutton I was very clear to not display my clients work. There is no signed agreement . I had someone from my legal team in NY personally attend your event.

I wouldn't want this to head in a legal direction. The ask was to cease from exploiting my clients work with approval! Next communication will not be from me! Have a Great day!!!

July 5th
Did Hear
Back
From MS Sutton
until 7/18
This is not
A threat



2 People >

Cancel

Andrea

Hi Jennifer

My manager has tried to communicate with you to make changes to my contract in which there was no changes made.

Please return my artwork within 48 hours else you will leave me no choice but to file a complaint for theft of services.

Moving forward Please do not involve me in any further communication this is why I hired manager.

After all it's evident that you lack professionalism, etiquette and integrity.

It's clear that you are upset and leading with ego cause you can't take advantage of me. I will stick to my manager that seeks my best interest put some RESPECT on his name.

It's sad that you will take this route a you lack discernment

My clients
Texts
MSGs

My client
to Ms. Sutton

2 People >

Jennifer Sutton

I did and sent it back to you with the corrections. You knew it was going to NY.

Hey, I'm done. Make arrangements or I will be bringing it back when I come next month.

Andrea

And my manager indicated that the contract needed further changes. This can be easy but again you are making it difficult

No it will not be displayed

Jennifer Sutton

Do what you need to do. I'm not holding your artwork hostage. As a matter of fact...never mind. This is ridiculous

2 People >

Cancel

I had a verbal agreement with you to collect my artwork in GA yes!

However I DID NOT give you permission to take it out of the state without a signed agreement

In which I communicated with you upon picking it up.

A

And secondly how should my manager not communicate with you when you have my artwork!

A

Mam please act professional

Jennifer Sutton

Hold on...I thought you were a honest person. Smh..

J

Make arrangements

Andrea

Jennifer you are the last person to talk about honesty I stood on my balancing and told u TO FIX THE CONTRACT

A

Balcony*

2 People >

you can't take advantage of me. I will stick to my manager that seeks my best interest put some RESPECT on his name.

It's sad that you will take this route as you lack discernment as I have many huge deals coming up.

A

You do have a great day.

Jennifer Sutton

Andrea. Don't contact me. I have no obligation to send back your items until. There is no issue, come get your items. We want you too.

You willing gave your items for us to bring . We willing want you to pick them up

Have a great day. Let me know when you have made arrangements

J

Look up the definition of theft. Be careful about spreading a false narrative to fit how you feel

Fw: Updated Agreement

gene andrews
To: Andrea Mckenzie

Fri, Aug 12, 2022 at 4:32 PM

Here is the updated agreement you did not sign. She is holding you to the first signed agreement!
(Quoted text hidden)

Andrea Mckenzie 2022.pdf
151K

Please See Attached

There was NO Initial's Granting Permission to

take ~~the~~ ^{Artwork} to N.Y. IN MS-Sutton's Complaint

I Signed Contract? Contract is Addressed to my client

Client Request Contract Amendment

ARTMES
International Art and Fashion Ex

RTMESO
ional Art and Fashion Exhibition

ARTMES
International Art and Fashion Ex

Please Review

Designer and Talent AGREEMENT

Name: Andrea McKenzie

Address: @andreasheart

E-Mail: [REDACTED] Phone: [REDACTED]

Exhibition Title: La Genese

Event Date: July 16th-August 8

By being a guest talent (in any form) at or for Art Meso you agree that:

1. **Art Meso** requires all talent within the show/event to sign a talent's agreement.
2. **Art Meso** may take pictures of artwork/designs or otherwise to generate images representing the artwork/designs or services and may use such pictures or images, together with any information about the talent or the designs or services you have provided to us, in **promotional** materials for events or installation/projects that the talent participates in or promotes with no further consent needed.
3. **Art Meso** will receive 40% commission on all works/products or services sold, thereby, Art Meso will receive a 40% commission and the talent will receive 60%. The guest talent will receive payment from sold works no more than 10 days after the close of the event/installation or purchase. Sold works/ products and services will be given to buyers after the close of the show or purchase. Art Meso has the right to collect 40% commission on any items/products or services until October 16th that the talent has exhibited if the client is an Art Meso partner, client, sponsor or direct customer.

Client Revealed this contract 8/12/22

It was signed 6/7/22 prior to my involvement.
MS Sutton Agreed to Amend

- In the event that Art Meso or its officers, directors, employees or agents are contacted by an interested party regarding the purchase or commission of additional works by the talent, Art Meso will handle the dealings, negotiations and sale of the artwork for the duration the work is installed in the gallery/space or event and until October 16 2022 .
 - Art Meso is not responsible for any pre-existing contractual obligations that the talent or guest artists/designer may have with other parties. Pre-existing contracts that may effect of this contract must be disclosed prior to the exhibit/space or event.
 - The talent is prohibited to solicit Art Meso's partners, sponsors and affiliates in the United States and International without proper consent from Art Meso.
4. Andrea Mckenzie agrees to allow Art Meso to transport her painting and mannequin bust from Atlanta to the gallery/space or event. Art Meso will bring her artwork back to Atlanta at the close of the exhibition.
 5. Art Meso is responsible for the installation and de-installation, setup, breakdown of the presentation.
 6. Art Meso retains the right to seek and implement corporate sponsorship without the permission of the talent and will be allowed to use, in good taste, corporate logos and materials during openings and for the duration of the show.
 7. Art Meso is under no obligation to provide any extra equipment. If special materials are needed, requests must be sent in writing 30 days prior to the event. We reserve the right to deny special material requests.
 8. Neither Art Meso nor its; officers, directors, employees, venues, sponsors or agents, shall be responsible for any damage to or theft of artwork/designs/products/garments or personal items while in Art Meso possession or at the venue. This includes but is not limited to damage

They take no account ~~for~~ of share liability
this is why my client did not want her
artwork in NY.

caused during hanging of artwork/garments or handling designs/ products, handling, and transportation and sending through the mail. Includes any unforeseen circumstances including natural disasters, protesting, rioting and break-ins.

9. Neither Art Meso nor its; officers, directors, employees, venues, sponsors or agents, shall be responsible for any physical or bodily harm, injury, sickness while at the venue or onsite for Art Meso or any event for Art Meso

10. Termination by ART MESO may terminate this Agreement immediately by written notice to Affiliate upon the occurrence of any of the following events:

(i) Affiliate acts in a manner that is injurious to ART MESO , monetarily or otherwise; or

(ii) Affiliate, including its Affiliates, employees and agents, breaches any agreement with ART MESO regarding non-competition or confidentiality.

I have read the ART MESO Guidelines and accept the conditions and obligations as stated. I understand that failure to meet said terms may result in the cancellation of the scheduled exhibition.

Signatures

ART MESO By:

Signature: _____

Date _____ Art Meso Representative

By:

Signature: A. Pagan

Date 06/07/2022 Talent/Designer



I didnt become aware of this contract until 8/12/22 sent by client.

SCHEDULE A

Commission Schedule

- ● Art Meso will payout all commission within 10 days of completed purchase
- ● Art Meso will receive 40% commission and talent will receive 60% commission

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate and/or volunteer in the Art Meso, Meso Marketplace activities, produced by the Art Meso, THE UNDERSIGNED PARTICIPANTS AND/OR VOLUNTEERS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Art Meso, its officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event, transporting and handling of all items, artwork, garments, product; initial _____ ← *never signed. Client*

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence, artwork, garments and all product of the undersigned participating in the event and handling and transporting of all items and whether caused by the negligence of the releases or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event or handling, transporting of any items, product, garments and artwork.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I understand and accept that in the course of my attendance at and participation with Art Meso, any film or photographs taken or illustrations made of me and/or my personal property, I acknowledge and agree that such film, photographs and/or illustrations may be used in any medium by the Art Meso and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

I release my artwork, garments and product to the care of Art Meso to hang, display, and sell during the duration of the art exhibition from July to August 2022. initial _____

← *Don't Initial*

I have read the ART MESO Guidelines and accept the conditions and obligations as stated. I understand that failure to meet said terms may result in the cancellation of the scheduled exhibition. *NO Permission Granted*

Signatures

ART MESO

By:

Signature:
Representative

Date _____ Art Meso

By:

Signature:
Designer

A. Meyer

Date 06/07/2022 Talent/

2 People >

initial agreements. As I stated I had an issue with clause 8. I responded to your email! I've called as well. We are professional and grown adults. Bottom line is a Yes, Maybe or No in these situations!

Jennifer Sutton

Sir, I called you back. Like I said I'm in the middle of a show. I really would love to go back and forth with you but I can address this tomorrow. You are giving your client bad business advice. Per our agreement that you signed it states that I am to return the paintings back after the show. If you want them before you can come get them

J

I will have my lawyer give you a call.

J

I need to see what was



Text Message



~~Never Signed~~
~~Authorization~~
~~Lawyer?~~
~~Message~~

2 People >

I had a verbal agreement with you to collect my artwork in GA yes!

However I DID NOT give you permission to take it out of the state without a signed agreement

In which I communicated with you upon picking it up.

And secondly how should my manager not communicate with you when you have my artwork!

Mam please act professional

Jennifer Sutton

Hold on...I thought you were a honest person. Smh..

Make arrangements

Jennifer you are the last person to talk about honesty I stood on my balancing and told u TO FIX THE CONTRACT

~~Client~~
Client
+
MS. Sutton
Text



Text Message



gene andrews [REDACTED]
To: Jennifer Sutton [REDACTED]
Cc: Andrea Mckenzie [REDACTED]

Wed, Jul 13, 2022 at 9:36 AM

Greetings,

Prior to my involvement Ms.Mckenzie may have had terms that were discussed. However, as her representation I must do my due diligence to protect her & artwork, Some may not realize or respect her time or effort it takes to get these remarkable end results. In respect to your liability agreement I would like to view the terms to gain clarity as an option in moving forward. furthermore, if Ms. Mckenzie will have to ship, insure or do any physical labor outside the norm then 40% commission fee would be unacceptable.

Regards

Gene Andrews

www.globalentertainmentgrp.com

[Quoted text hidden]

gene andrews [REDACTED]
To: Andrea Mckenzie [REDACTED]

Fri, Aug 12, 2022 at 4:30 PM

[Quoted text hidden]

*How can you not take Responsibility of Art work once
My client Releases it to contractor.*

Andrea McKenzie

2 messages

Jennifer Sutton [REDACTED]

Tue, Jul 5, 2022 at 10:43 PM

Reply-To: [REDACTED]

To: [REDACTED]

Hello Gene,

Let me know if there is anything else you need.



Informed her about updating Contract.

Best Regards

Jennifer Sutton
Creative Director | Founder
ART MESO
www.artmeso.com
Experience the World of Art Meso

Art Meso Exhibition New York
Get excited about Art Meso: La Genèse Premiere NY!
Get your tickets here - <https://www.freshtix.com/events/lagenese>

See Us on Good Day Atlanta-
<https://www.fox5atlanta.com/video/1016036>

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 **Andrea Mckenzie.pdf**
151K

gene andrews [REDACTED]

Wed, Jul 6, 2022 at 7:54 AM

To: Andrea Mckenzie [REDACTED]

[Quoted text hidden]

 **Andrea Mckenzie.pdf**
151K

2 People >

Text Message
Sat, Jul 16, 1:59 PM

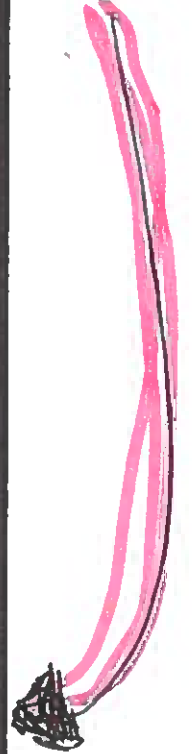
Jennifer Sutton

Now nobody wants to answer the phone. Let me very clear. We had an agreement and now you have retracted that. Call me asap as this is unacceptable. You are more than free to come get your artwork

Listen , I'm not here for the games. I am working with for Stellar awards this weekend I have clients in town such as Tamlea and David Mann taping for the show.

Last thing I want to be doing is dealing with a piece of art. It's either you can come to terms or ship it back Period!!! you had ample time to respond to my emails. I didn't have anything to do with initial agreements. As I stated

July 16th
PAY OF
event



Please
Read
Carefully!



Jennifer Sutton

Wed, Jul 6, 9:05 PM

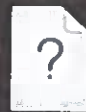
Hi Gene! Happy Wednesday!
Following up
On the agreement.

Sat, Jul 16, 1:48 PM

Gene, I'm in the middle of a
show. How can I help you?

Left you a VM!

Mon, Jul 18, 11:25 AM



Ms. Sutton I was very clear to
not display my clients work.
There is no signed
agreement . I had someone
from my legal team in NY
personally attend your event.



iMessage



Prior to Event

ANDREA, Jennifer,

Gene
Texts

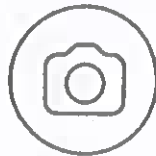
Andrea >

Mon, Jul 18, 10:40 PM

Jennifer Sutton

Follow

Message



No posts yet

This lady blocked me from social media she's wild lol

She better give me back my art Gene I swear

Tue, Jul 19, 0:56 PM

A friend of Pennington green
Builder
New construction



iMessage



Apple Pay



Jennifer Sutton
Blocked
Client

Andrea >

to make arrangements to pick up her work.

with you to make changes to my contract in which there was no changes made.
 Please return my artwork within 48 hours else you will leave me no choice but to file a complaint for theft of services.
 Moving forward Please do not involve me in any further communication this is why I hired manager.
 After all it's evident that you lack professionalism, etiquette and integrity.
 It's clear that you are upset and leading with ego cause you can't take advantage of me. I will stick to my manager that seeks my best interest put some RESPECT on his name.
 It's sad that you will take this route a you lack discernment as I have many huge dep
 You do

Andrea. Don't contact me. I have no obligation to send back your items until. There is no issue, come get your items. We want you too.

You willing gave your items for us to bring . We willing want you to pick them up

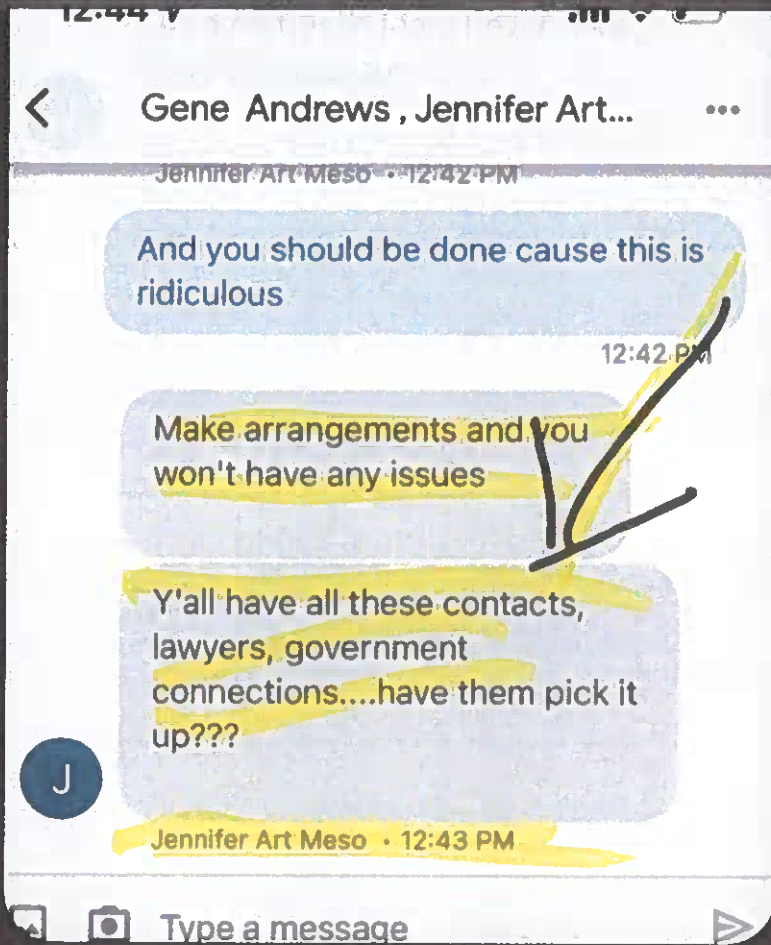
Have a great day. Let me know when you have made arrangements

Jennifer Art Meso - 12:13 PM

She acting like a teenager 🤔

Jennifer
 Sutton
 Telling
 Client
 not
 to
 [Signature]
 Contract
 Here

Andrea



Making
light of issue

Man get your lawyer to call her ass cause I'm done

She had no prices on items no names on artwork nothing

I'm worried she will damage my work

A large, dense, and somewhat illegible scribble in blue ink, located on the right side of the page.

Mon, Jul 18, 4:33 PM

Andrea

❤️ thanks Gene you are really teaching me to be brave and know my worth I thank you for that

I appreciate that greatly ... immense gratitude for u being in my life

And believing in me



Someone that went to the art meso show

Good thing I didn't waste my money to show up

Man U called it



Had someone visit show



Andrea

I actually trusted she had my best interest but it's clear she is an opportunist and all along seeking her best interest

Those are the types that when I make it to the top they gonna feel sick for what they have done

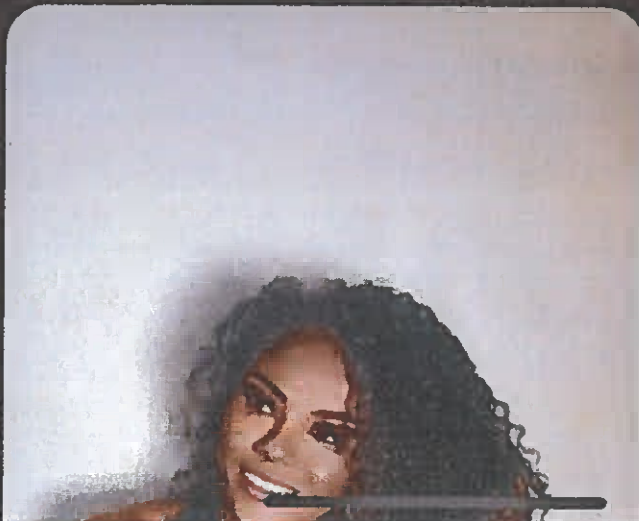
We need people like her this is how you sharpen your axe!!

You at the top

Man the lesson I've learnt here im surely on it from now on

I only allow myself to be burnt once

Sat, Jul 16, 5:38 PM



Andrea

I saw

Her show starts tonight tho
lol smh

Just like what u said "u are
free to come pick up the
artwork

I didn't respond because I will
go tf off

So im letting u handle it

What bothers me is she
thinks y are a small time
manager and that bothers me
like put some respect on your
name

I'm very emotional right now
for not only putting myself in
this shitty position but u as
well

I'm good... Don't trip



iMessage



Andrea

Tue, Jul 5, 4:27 PM

Hey gene
U replied to the Jennifer email
about the contract for nyc

Just got home

Jennifer Sutton

Hey call me back please

Got another opportunity for
us to go on a tour with
Vatternfields England

Tue, Jul 5, 6:33 PM

Hey call me back please

K

Give 45 min

Cools



iMessage



Andrea

Tue, Jul 12, 10:19 AM

I'm about to go off on Jennifer

Honestly

She is getting me super angry gene

Be easy!!



My Caribbean was gonna come out heavy 🍷



iMessage



Andrea

Fri, Jul 15, 8:51 PM

Hey

Did u contact Jennifer today
by chance ?

Yesterday and today no
answer I'm pissed!

Did you hear from her

Hmmm wow

No

U called her?

Yes

So she's holding my art
hostage

You should send her an email

Tom is the opening of the
show as well



iMessage





STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: September 14, 2022

I. AGENDA ITEM TITLE: CITY OF ALPHARETTA ETHICS ORDINANCE

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Please find attached the City of Alpharetta's Ethics Ordinance.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Article V. Code of Ethics and Conduct

ARTICLE V. CODE OF ETHICS AND CONDUCT¹

Sec. 2-189. Purpose.

Recognizing that stewardship of the public interest must be their primary concern, city officials will work for the common good of the people of Alpharetta and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the city council, boards and commissions.

The purpose of this code of ethics is to:

- (1) Encourage high ethical standards in official conduct by city officials;
- (2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (4) Serve as a basis for disciplining those who refuse to abide by its terms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-190. Scope.

The provisions of this code of ethics shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter. These laws include, but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and policies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-191. Definitions.

Solely for the purpose of this code of ethics:

City official or *official*, unless otherwise expressly defined does not include city employees but does mean the mayor and members of the city council. The term "city official" also includes all individuals, including city

¹Editor's note(s)—Ord. No. 755, § 1, adopted Apr. 30, 2018, amended art. V in its entirety to read as herein set out. Former art. V, §§ 2-189—2-204, pertained to similar subject matter, and derived from Code 1989, §§ 2-141—2-147, 2-149—2-155, 2-157, 2-158; Ord. No. 587, §§ 1—7, 9—15, 17, 18, adopted May, 1, 2006; and Ord. No. 662, §§ 1—7, 9—15, 17, 18, adopted May, 21, 2012.

State law reference(s)—Code of ethics for governmental service, O.C.G.A. § 45-10-1; conflicts of interest, O.C.G.A. § 45-10-10 et seq.

employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Financial interest means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the official, other than the duly authorized salary or compensation for the official's services to the city, or to any person employing or retaining the services of the official or to a person or entity in which the official has a substantial interest.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Reasonably foreseeable means a result or event that can be reasonably anticipated or expected, and is more than hypothetical or theoretical.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
- (1) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (2) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-192. Conduct.

- (a) *Conduct of city officials.* The professional and personal conduct of city officials must be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, or the staff.
- (b) *Respect for process.* City officials shall perform their duties in accordance with the processes and rules of order established by the city council and boards and commissions governing the deliberation of public policy

issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.

- (c) *Conduct of public meetings.* City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
- (d) *Decisions based on merit.* City officials shall base their decisions on the merits and substance of the matter at hand.
- (e) *Communication.* City officials shall publicly share substantive information that is relevant to a matter under consideration by the council or boards and commissions which they may have received from sources outside the public decision-making process.
- (f) *Policy roles of city officials.* City officials shall respect and adhere to the structure of government of Alpharetta as outlined in the city Charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, commissions, and city staff.
- (g) *Liaison responsibility.* City officials serving as liaisons to city departments shall serve to facilitate communications and information from those departments to city council, but shall not direct the activities of the department directors. City officials shall not interfere with the day-to-day administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement council policy decisions.
- (h) *Independence of boards and commissions.* Because of the value of the independent advice of boards and commissions to the public decision-making process, city officials of council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings.
- (i) *Positive work place environment.* City officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. City officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-193. Prohibitions.

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, or where it is reasonably foreseeable to a reasonable person that the decision will have a financial effect to a person or entity in which the official has a substantial interest unless it can be demonstrated that the financial effect is indistinguishable from the effect on the public generally, shall fail to disclose for the record the substantial interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) Where the substantial interest of a city official has not been disclosed as required by subsection (b) of section 2-193 by reason of a city official's absence from the meeting referred to therein, the city official shall disclose the interest and otherwise comply with subsection (b) of section 2-193 at the first meeting of the council, board or commission, as the case may be, attended by the city official after the meeting referred to in subsection (b) of section 2-193.

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- (d) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
 - (e) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
 - (f) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.
 - (g) Public property shall be disposed of in accordance with state law.
 - (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
 - (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
 - (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
 - (k) No city official shall utilize the city's name or logo for the purpose of endorsing any business.
 - (l) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
 - (m) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
 - (n) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
 - (o) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
 - (p) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
 - (q) A city official shall represent the official policies or positions of the city council, board and commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.
 - (r) In keeping with their role as stewards of the public interest, members of council shall not appear on behalf of the private interests of third parties before the council or any board or commission, or proceeding of the city, nor shall members of boards and commissions appear before their own bodies or before the council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-194. Conflict of interest.

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-195. Board of ethics.

- (a) The board of ethics of the city (the "board") shall be composed of five residents of the city to be appointed as follows: the mayor and councilmembers shall each designate two qualified citizens to provide a pool of 14 individuals who have consented to serve as a member of such board and who will be available for a period of two years to be called upon to serve in the event a board is appointed. The city clerk shall maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the mayor and council, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until five members of the board have been appointed. Such board will elect one of its members to serve as chair.
- (b) All members of the board shall be residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.
- (c) The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of 14. The mayor and councilmembers who originally designated the departing members shall designate their replacements.
- (d) No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting opportunity with the city or has been employed by the city.
- (e) Members of the board with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board for that complaint. An alternate member of the board shall be selected in the same manner as the disqualified individual.
- (f) The members of the board shall serve without compensation. The city council shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.
- (g) No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
- (h) No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Alpharetta.

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- (i) Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board.
 - (j) Members of the board may be removed with or without cause by majority vote of the city governing authority.
 - (k) The city attorney shall be available to provide legal advice to the board and shall attend all meetings and hearings of the board to insure that all proceedings are conducted properly and in accordance with applicable law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the mayor and council shall be conducted in an open meeting. The mayor and council shall be the body to take final action as provided in section 2-199.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-196. Receipt of complaints; initial review.

- (a) All complaints against city officials shall be filed with the city clerk. All complaints shall be submitted in writing and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the city clerk or the clerk's designee shall forward a copy of the complaint to the mayor and council and city official or officials charged in the complaint within no more than seven calendar days. The charged official may, but is not required, to file a response to the board. If a response is provided, it shall be filed not later than ten calendar days after receipt of the complaint. The response shall be submitted in writing and signed under oath and shall address why the complaint is invalid on its face. All determinations under this section shall be made not later than 30 days after the filing of the complaint.
- (b) Upon receipt of a complaint in proper form, the board shall conduct an initial review to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The board is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. The board shall report in writing to the city council any complaint dismissed under this section. For complaints that are not dismissed or adjudicated within the deadline under this section, the board shall proceed as set forth in section 2-197.
- (c) The board is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-197. Further proceedings on complaints.

- (a) If the board does not dismiss the complaint pursuant to section 2-196 or if no action is taken within the deadline stated in this section, the city clerk or board shall cause the complaint to be formally served on the city official charged as soon as practicable but in no event later than seven calendar days after the determination of the board. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. The official shall, within 20 days of service submit a response to the board addressing the charges. Such response shall be in writing, and under oath. A hearing shall be held within 60 calendar days after filing of the complaint. The board is empowered to conduct investigations, to take

evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. The decision of the board shall be rendered to mayor and council within seven calendar days after completion of the final hearing. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board or the city council to act upon any complaint.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-198. Right to appeal.

- (a) Any city official or complainant adversely affected by the findings or recommendations of the board may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the superior court of Fulton county within 30 days after the decision of the board. The filing of such application shall act as supersedeas.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-199. Penalty.

Any person violating any provision of this article is subject to:

- (1) Public reprimand or censure by the city council; or
- (2) Request for resignation by the vote of city council.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-200. Implementation.

Ethical standards shall be included in the regular orientations for candidates for city council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the city code of ethics and conduct.

(Ord. No. 755, § 1, 4-30-2018)

Secs. 2-201—2-224. Reserved.